

AN ORDINANCE **2006-03-09-0308**

**AUTHORIZING THE AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH PADGETT STRATEMANN & CO., L.L.P. TO REFLECT THE RATIFICATION OF THE PROVISION OF ADDITIONAL SERVICES, THE PAYMENT OF ADDITIONAL COMPENSATION IN THE AMOUNT OF \$24,634.15, AND THE EXTENSION THROUGH DECEMBER 15, 2005.**

\* \* \* \* \*

**WHEREAS**, pursuant to Ordinance No. 100913, passed and approved on May 29, 2005, the City entered into a *Professional Services Contract* ("Contract") with Padgett, Stratemann & Co., L.L.P. ("Consultant") to provide services including but not limited to those in connection with the reconciliation of various accounts, the classifications of various Capital Projects, and verification that revenue contracts are properly created within the City's software system for a total compensation not to exceed \$100,000.00, to be paid on an hourly basis for services rendered, and for a term commencing June 1, 2005, and ending November 30, 2005; and

**WHEREAS**, it was determined during the term of the Contract that the extent of the City's need for the services to be provided by Consultant was underestimated when the Contract was authorized by the City Council and executed by the parties; and

**WHEREAS**, before the Contract ended on November 30, 2005, the total compensation payable to Consultant under the Contract had been expended or encumbered; and

**WHEREAS**, notwithstanding this fact, it was determined that the City had an urgent and immediate need for additional services to be provided by Consultant under the Contract; and

**WHEREAS**, to that end, the City directed Consultant to continue to provide services under the Contract up to the last day of the term of the Contract, November 30, 2005, and beyond that date to December 15, 2005; and

**WHEREAS**, Consultant provided such additional services in accordance with the City's directions; and

**WHEREAS**, City staff has determined that the additional compensation to which Consultant is entitled in consideration for its additional services provided under the Contract at City's direction is \$24,634.15, which amount has been paid by City and received by Consultant; and

**WHEREAS**, City staff has recommended (i) that the Contract be amended to ratify (i) the directions to Consultant as described above, and the services rendered by Consultant in accordance with those directions; (ii) an extended Contract termination date of December 15, 2005; and

(iii) an increase of \$24,634.15 in the compensation payable to Consultant under the Contract, for a total compensation of \$124,634.15; and (2) that the payment of such additional compensation in the amount of \$24,634.15 to Consultant be ratified; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The amendment of the Contract to ratify (i) the directions issued on behalf of the City to Consultant to continue to perform services under the Contract up to November 30, 2005, and beyond that date through December 15, 2005, and the services rendered by Consultant to the City pursuant to those directions; (ii) the extension of the termination date of the Contract to December 15, 2005; and (iii) an increase of \$24,634.15 in the compensation payable to Consultant under the Contract, for a total compensation of \$124,634.15, is hereby authorized.

**SECTION 2.** Payment by the City in the amount of \$24,634.15 to Consultant, as additional compensation under the Contract for its additional services rendered under the Contract, is hereby ratified.

**SECTION 3.** The City Manager, and/or her designee, and/or the Acting Director and/or the Acting Assistant Director of the Department of Finance are hereby authorized 45 calendar days from the date of passage of this Ordinance in which to execute an amendment of the Contract in accordance with the provisions set out above, subject to the approval of the City Attorney. In the event the parties are unable to execute the amendment of the Contract containing terms substantially in accordance with those set forth in Exhibit A, attached hereto and made a part hereof for all purposes, within the specified time period, authority to execute such amendment is subject to subsequent City Council action.

**SECTION 4.** Payment not to exceed \$24,634.15 is authorized to Padgett Stratemann & Co., L.L.P. and should be encumbered with a purchase order.

**SECTION 5.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, or her designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 6.** This ordinance is effective immediately, upon passage by eight (8) affirmative votes; otherwise, said effective date shall be ten (10) days from the date of passage hereof.


**PASSED AND APPROVED** on March 9, 2006.



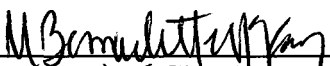
M A Y O R

**PHIL HARDBERGER**

**ATTEST:**



City Clerk

**APPROVED AS TO FORM:**    
for City Attorney

**E X H I B I T   A**

**EXTENSION AND AMENDMENT OF  
PROFESSIONAL SERVICES CONTRACT**

This *Extension And Amendment Of Professional Services Contract* ("Extension and Amendment") is entered into by and between the **CITY OF SAN ANTONIO, TEXAS** (hereinafter referred to as "CITY"), a Texas Municipal Corporation, acting by and through its City Manager, or her designated representative, pursuant to Ordinance No. \_\_\_\_\_, passed and approved March 9, 2006, and **PADGETT STRATEMANN & CO., L.L.P.**, a Texas limited liability partnership (hereinafter referred to as "CONSULTANT"), both of whom may be referred to collectively as the "Parties", and is as follows:

**WHEREAS**, through Ordinance No. 100913, passed and approved on May 29, 2005, CITY's City Council authorized the execution of a certain *Professional Services Contract* with CONSULTANT, pursuant to which CONSULTANT would provide services to CITY, including but not limited to those in connection with the reconciliation of various accounts, the classifications of various Capital Projects, and verification that revenue contracts are properly created within CITY'S software system for a total compensation not to exceed \$100,000.00, to be paid on an hourly basis for services rendered, and for a term commencing June 1, 2005, and ending November 30, 2005 ("Contract"); and

**WHEREAS**, the Parties have determined that the extent of CITY'S need for the services provided by CONSULTANT under the Contract was underestimated by the Parties at the time the Contract was executed; and

**WHEREAS**, prior to the end of the term of the Contract on November 30, 2005, the total compensation payable to CONSULTANT under the Contract had been expended or encumbered; and

**WHEREAS**, notwithstanding this fact, CITY determined that it had an urgent and immediate need for additional services to be provided by CONSULTANT under the Contract; and

**WHEREAS**, to that end, CITY directed CONSULTANT to continue to provide services under the Contract up to the last day of the term of the Contract, November 30, 2005, and beyond that date to December 15, 2005; and

**WHEREAS**, CONSULTANT provided such additional services in accordance with CITY'S directions; and

**WHEREAS**, the Parties agree that the additional compensation to which CONSULTANT is entitled in consideration for its additional services provided under the Contract at CITY'S direction is \$24,634.15, which amount has been paid by CITY and received by CONSULTANT; and

**WHEREAS**, the Parties desire to enter into this Extension and Amendment so that all of the services rendered by CONSULTANT and the total compensation therefor paid by CITY to CONSULTANT under the Contract and this Extension and Amendment will be properly reflected; **NOW, THEREFORE:**

**FOR VALUABLE CONSIDERATION**, CITY and CONSULTANT hereby severally and collectively agree as follows:

I. Article II. Term of the Contract is hereby amended so that it shall hereafter read as follows:

## **II. TERM**

2.1 This Agreement shall commence on June 1, 2005, and shall terminate on December 15, 2005.

II. Article IV. Compensation To Consultant, Section 4.1 of the Contract is hereby amended so that it shall hereafter read as follows:

4.1 In consideration of CONSULTANT'S performance in a satisfactory and efficient manner, as determined by Director in his sole, unfettered discretion, of all services and activities set forth in the Contract and in this Extension and Amendment, CITY agrees to pay CONSULTANT an amount not to exceed ONE HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED THIRTY-FOUR AND 15/100 dollars (\$124,634.15) as total compensation, to be paid to CONSULTANT as set out in Sections 4.2 and 4.3 below. By the execution of this Extension and Amendment by the Parties, CITY and CONSULTANT acknowledge and agree that the total compensation provided for above has been paid by CITY to CONSULTANT, and received by CONSULTANT from CITY.

III. Attached hereto as Attachment I, and made a part hereof for all purposes, are Invoices of CONSULTANT that identify with specificity the date, nature and amount of the additional services rendered by CONSULTANT under the Contract and this Extension And Amendment.

III. Except as amended above, all of the terms and conditions of the Contract shall remain unchanged and in full force and effect during the extended term provided for in this Extension.

**EXECUTED** and **AGREED** to on the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

**CITY:**  
**CITY OF SAN ANTONIO**

**CONSULTANT:**  
**PADGETT STRATEMANN &  
CO., L.L.P.**

\_\_\_\_\_  
Ben Gorzell, Jr., CPA  
Acting Director of Finance

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

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EXTENSION AND AMENDMENT OF  
PROFESSIONAL SERVICES CONTRACT